

SECOND AMENDMENT TO THE REPORT AND DECISION ON THE APPLICATION OF DORCHESTER HOUSING ASSOCIATES FOR THE AUTHORIZATION AND APPROVAL OF A PROJECT UNDER MASSACHUSETTS GENERAL LAWS (TER. ED.) CHAPTER 121A AS AMENDED, AND CHAPTER 652 OF THE ACTS OF 1960, TO BE UNDERTAKEN AND CARRIED OUT BY A LIMITED PARTNERSHIP ORGANIZED PURSUANT TO MASSACHUSETTS GENERAL LAWS, CHAPTER 109, AND APPROVAL TO ACT AS AN URBAN REDEVELOPMENT LIMITED PARTNERSHIP UNDER SAID CHAPTER 121A.

On August 20, 1981 the Authority voted to adopt a Report and Decision on the application of Dorchester Housing Associates. The project consists of the construction, operation and maintenance of 91 units for elderly and handicapped on approximately 50,000 square feet of land in the Dorchester section of Boston.

The applicant on October 6, 1982 submitted a request to amend the Report and Decision and application to extend the time noted on Page 9, Paragraph 1 Sub-section (2) which stipulates that all outstanding real estate taxes must be paid within "six months from the date of initial closing of the mortgage loan of the project...". Said initial closing was completed on May 11, 1982.

The applicant requests the Authority extend the time within which such tax arrearages must be settled from six (6) months from the date of initial closing (May 11, 1982) to 12 months from the date of initial closing.

The amount of taxes (\$80,249.90) is presently the subject of an abatement application under Chapter 58, Section 8 of Massachusetts General Laws. The Commissioner of Assessing has authorized the corporation counsel to pursue approval from the Department of Revenue for abatement of the above-noted taxes in accordance with the afore-cited statutes. Several administrative steps remain in this process.

The grant of this extension will enable the developer to pursue his project in a timely manner without adversely affecting the City's tax position. The developer has deposited a letter of credit in the amount of \$90,000 and entered into an escrow agreement with the Chicago Title Insurance Company on this matter. (See appended Ex. 2 & 3).

The extension is granted on condition that the earlier conditions cited on tax arrearages in the original Report and Decision must be complied with within the extension period (May 11, 1983) or this Board's action of August 20, 1981 adopting the Report and Decision and any subsequent amendments are null and void without further action of this Board.

MCCORMACK & ZIMBLE

225 Franklin Street/Boston, Massachusetts 02110/Telephone (617)482-1400

EDWARD J. MCCORMACK, JR., P.C.
KENNETH H. ZIMBLE, P.C.
NORMAN I. HASSMAN, P.C.
JOEL Z. EIGERMAN, P.C.
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JAMES H. GREENE, P.C.
RONDA SILBERBERG CANTER
MARTHA J. McMAHON
JONATHAN F. ATWOOD
of Counsel
ANGELO J. FIUMARA

October 5, 1982

Mr. William E. McGrath
121A Coordinator
Boston Redevelopment Authority
One City Hall Square, Room 954
Boston, Massachusetts

RE: Dorchester Housing Associates

Dear Bill:

Enclosed please find two original and ten copies of a request for a Second Amendment To The Application for Authorization and Approval of a Project Under Massachusetts General Laws (Ter. Ed.) Chapter 121A, as Amended, and Chapter 652 of the Acts of 1960 for the Dorchester House project.

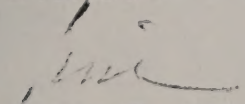
This amendment is filed with the Authority in order to request an extension of the time in which to resolve the outstanding real estate taxes assessed on the project area. Attached to this Second Amendment are exhibits relating to the Escrow Agreement and the petition for the abatement of the taxes.

As you will recall, the Board allowed a six month period from the date of initial closing for the resolution of the back taxes. Initial closing of the Dorchester House project occurred on May 11, 1982 and thus the six month period expires on November 11, 1982. In view of this time schedule, I would appreciate it if this Amendment could be the subject of Board action and approval during the month of October.

Once you have had a chance to review this Amendment, please call me so that we can discuss the scheduling for a Board hearing.

Very truly yours,

MCCORMACK & ZIMBLE


James H. Greene, P.C.

JHG/crf
Enclosures

cc: Harry Stoddard, Esquire

SECOND AMENDMENT TO APPLICATION FOR
AUTHORIZATION AND APPROVAL OF A PROJECT
UNDER MASSACHUSETTS GENERAL LAWS (TER. ED.)
CHAPTER 121A, AS AMENDED, AND CHAPTER 652
OF THE ACTS OF 1960

I. PRELIMINARY STATEMENT

On August 6, 1981, the Boston Redevelopment Authority, (hereinafter the "Authority") voted to adopt a document entitled "Report and Decision of the Application of Dorchester Housing Associates for the Authorization and Approval of a Project Under Massachusetts General Laws (Ter. Ed.) Chapter 121A, As Amended, and Chapter 652 of the Acts of 1960, to be Undertaken and Carried Out by a Limited Partnership Formed Under Massachusetts General Laws, Chapter 109, and Approval to Act as an Urban Redevelopment Limited Partnership under said Chapter 121A". Paragraph I of said Report and Decision imposed conditions upon Dorchester Housing Associates, the Massachusetts limited partnership formed to undertake the construction of the Project described therein, and certain obligations with respect to the payment of then existing real estate tax arrearages. A copy of said paragraph is annexed hereto as Exhibit 1. Said paragraph I provides in clause (1) thereof, for the placement in escrow by Dorchester Housing Associates with the title insurance company an amount equal to pay the unpaid real estate taxes together with an amount sufficient to cover such interest as may accrue in six (6) months

and said paragraph also provides in clause (2) for the payment in or within six (6) months from the date of initial closing for the mortgage loan of the Project of all amount of outstanding real estate taxes, plus interest. Said initial closing was completed on May 11, 1982, upon the closing of the construction loan with Massachusetts Housing Finance Agency.

II. ACTION REQUESTED

Applicant hereby requests the Authority to extend the time within which such tax arrearages are to be settled from six (6) months from the date of initial closing as aforesaid to twelve (12) months following said initial closing.

III. EXPLANATION OF REQUESTED ACTION

In appearances before the Authority, counsel for the Applicant made known to the Authority that an application for permission to abate substantial real estate tax arrearages upon the Project Area had been filed with the Commissioner of Assessing for the City of Boston. Such application sought to utilize the relief provisions of Massachusetts General Laws, Chapter 58, Section 8. The above referenced provisions of paragraph I of the Report and Decision reflect the willingness of the Authority to grant to the applicant sufficient time to pursue to conclusion proceedings under Chapter 58, Section 8. In compliance with the provisions of said paragraph I, the Applicant

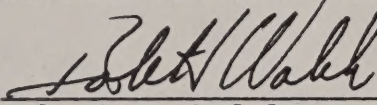
(i) deposited a letter of credit in the amount of Ninety Thousand and 00/100 (\$90,000.00) and entered into an escrow agreement with Chicago Title Insurance Company secured by a letter of credit and (ii) pursued the application for abatement under Chapter 58, Section 8. There are annexed hereto as Exhibits 2 and 3 respectively, and a copy of the escrow agreement between the Applicant and Chicago Title Insurance Company dated February 16, 1982 and a copy of a letter of credit delivered to Chicago Title Insurance Company.

The Commissioner of Assessing of the City of Boston has authorized the Corporation Counsel of the City of Boston to obtain approval from the Department of Revenue for the abatement of unpaid real estate taxes as outlined in the letter dated July 1, 1981. A copy of the letter is annexed hereto as Exhibit 4. An application has been filed by the Corporation Counsel's office with the Department of Revenue to obtain statutory authorization for this abatement request and several administrative steps remain to be taken by the Department of Revenue and subsequently by the Assessing Department upon authorization of this abatement. The six (6) month extension of the time period within which taxes must be paid as contained in paragraph I of the Report and Decision will enable the completion of those administrative steps. Applicant therefore respectfully requests that the

Authority grant said six (6) month extension in furtherance of the intent of the Report and Decision for the Dorchester House Project.

Executed this 4th day of October, 1982.

DORCHESTER HOUSING ASSOCIATES

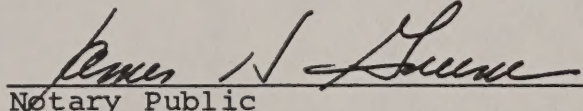
By: 
Robert F. Walsh, General Partner

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss

October 4, 1982

Then personally appeared before me the above named, Robert F. Walsh, who being duly sworn, acknowledged that he executed the foregoing instrument to be his free act and deed and that the statements set forth therein are true.


Notary Public

My Commission Expires: 8/23/85

Area and furnish much needed housing in the Dorchester section of the City. During construction of the Project, the Project general contractor will be required, to the best of its ability, to grant preference in hiring to Boston residents.

The carrying out of the Project will not involve the relocation of persons or businesses from the Project Area.

H. Environmental Considerations. Pursuant to the provisions of regulations implementing the Massachusetts Environmental Policy Act, 301 CMR 10.32(3)(h), the Project has been categorically excluded from the filing of any environmental report.

In order to avoid or minimize any damage to the environment, the Authority hereby requires that the Applicant comply with the City of Boston Air Pollution Control Commission's Regulations for the Control of Noise and Regulations for the Control of Atmospheric Pollution during all phases of construction activity.

I. Minimum Standards. The minimum standards for financing, construction, maintenance, and improvement of the Project as set forth in the Application, filed with and attached to the Application, are hereby adopted and imposed as Rules and Regulations (in addition to those hereinafter adopted and imposed) applicable to this Project for the same period as the Project is subject to the provisions of Chapter 121A of the General Laws and Chapter 652 of the Actions of 1960, as amended.

In addition to the minimum standards set forth in the Application, the Authority hereby requires that the Applicants, prior to obtaining a building permit, (1) enter into a Regulatory Agreement with the Authority pursuant to the requirements of General Laws, Chapter 121A, Section 18C and containing such other terms and conditions as the Authority may in its discretion deem

necessary and appropriate; (2) submit to the Authority for its review and approval all plans and specifications for the Project as the Authority may require and accept such changes and modifications thereto as the Authority may deem necessary or appropriate, and (3) adhere to such design review controls and requirements as the Authority may in its discretion impose.

Further, the Authority is aware that substantial real estate tax arrearages exist for the properties within the Project Area and that the Applicant is in the process of negotiating with the Commissioner of Assessing for the City of Boston for abatement of such arrearages. The approval of the Project as hereby granted by the Authority is conditioned in all respects upon (1) the placement in escrow by Dorchester Housing Associates with the title insurance company of an amount equal to the unpaid real estate taxes, together with an amount sufficient to cover such interest as may accrue within six months; and (2) the payment in or within six months from the date of initial closing for the mortgage loan of the Project of all amounts of outstanding real estate taxes, plus interest. In the event that the conditions contained in this paragraph are not complied with, then the action of the Board is null and void, without further action on the part of the Authority.

The carrying out of the Project will not require a permit for the erection, maintenance, and use of a garage within 500 feet of one or more buildings occupied in whole or in part as a public or private school having more than 50 pupils, or as a public or private hospital having more than 25 beds, or as a church.

The Project does not involve the construction of units which constitute a single building under the State Building Code and Boston Zoning Ordinance, but the carrying out of the Project will not require a declaration of the Authority, with the approval of the Mayor, that such units constitute separate buildings for the purpose of Chapter 138 of the General Laws.

The Applicant is informed and believes that the Project Area does not include land within any location approved by the Department of Public Works for the extension of the Massachusetts Turnpike into the City of Boston.

J. Zoning and Building Code Deviations. Appendix X filed with and attached to the Application lists the zoning and building deviations. For the reasons set forth in the Application and the evidence presented at the hearing, the Authority hereby finds that the below zoning deviations are necessary for the carrying out of the total project and are therefore granted without substantially derogating from the intent and purposes of the applicable laws, codes, ordinances and regulations.

1. Permission is granted to deviate from the requirement of Article 10, section 10-1, of the Code, Accessory Uses, Limitation of Area. Section 10-1 prohibits the use of front yards and limits the use of rear and side yards in residential districts for any accessory use including off-street parking. The Project is designed to provide 19 parking spaces in the front and rear yards. Therefore permission is granted to deviate from the Accessory Use, Limitation of Lot Area requirement by waiving this requirement for the Project.

2. Permission is granted to deviate from the requirement of Article 14, Section 14-2, of the Code, Lot Area per Dwelling Unit. Section 14-2 requires that the minimum lot area per dwelling units conform to the requirement set forth in Table B of Article 13 Section 13-1 of the Code. The minimum lot area per dwelling unit the minimum lot area required and that provided for the Project is as follows:

EXHIBIT 2

ESCROW AGREEMENT

This Agreement entered into this 16th day of February , 1982, by and between DORCHESTER HOUSING ASSOCIATES, a Massachusetts limited partnership ("Owner") and CHICAGO TITLE INSURANCE COMPANY ("Chicago").

WHEREAS, Chicago has provided for the benefit of Owner a mortgagee's title insurance policy under title policy no. 8151-03642 (the "Title Policy") in connection with a certain mortgage financing by Owner of real estate in Boston, Suffolk County, Massachusetts, owned by Owner; and

WHEREAS, Owner has further requested that such title insurance include affirmative insurance for real estate taxes, building take-down charges, water and sewer liens due but unpaid; and

WHEREAS, Owner has agreed to deposit in escrow with Chicago a letter of credit in an amount sufficient to pay all real estate taxes, building take-down charges, water and sewer liens presently due but unpaid in the event that such liens are not otherwise paid or satisfied and the parties desire to set forth the terms of such escrow.

NOW, THEREFORE, for valuable consideration, each paid to the other, the parties hereto agree as follows:

1. Simultaneously with the execution and delivery hereof, Owner has delivered to Chicago a letter of credit drawn on the Industrial National Bank in the amount of Ninety Thousand Dollars (\$90,000.00) (which letter and any increment thereto or deduction therefrom shall hereafter be called "Escrow") to be held by Chicago, to be used, in part or in whole, by Chicago to satisfy the aforesaid liens and to cause existing or any future tax title takings in connection therewith, or court proceedings to enforce the same, to be duly released and/or discontinued and/or dismissed, if, in Chicago's sole opinion, the lien of the mortgage cannot otherwise be safeguarded and preserved. The Escrow shall continue for a period of six months from the date hereof. If payments have been made, and evidence satisfactory to Chicago, has been accepted by Chicago, Chicago will allow the substitution of a new letter of credit reduced by the amount of such payments.

2. At the time that Chicago receives from owner municipal lein certificates (or such other evidence reasonably satisfactory to Chicago) indicating no real estate taxes or building take-down charges, water or sewer lens are due and payable with respect to the premises set forth on Schedule A to the Title Policy up to and including all such taxes assessed as of January 1, ¹⁹⁸¹~~1982~~, Chicago shall return the entire amount then in escrow to Owner.

yno

3. In the event that such evidence of no real estate taxes, sewer and water liens due referred to in paragraph 2 hereof has not been provided to Chicago on or before June 30, 1982, then Chicago shall have the right to release funds from escrow or draw on any letter of credit held hereunder to the extent necessary to fully pay all of such outstanding real estate taxes together with outstanding building take-down charges, sewer and water liens and interest charges assessed by the City assessed up to and including the date of payment.

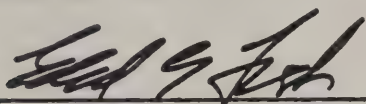
4. In the event that tax taking already recorded and registered affecting the premises or further tax takings are recorded or registered with Suffolk Registry of Deeds, and the City of Boston shall commence proceedings to foreclose any of the tax titles acquired pursuant to said recorded instruments, then Chicago shall have the right to release from escrow and pay to the City of Boston such funds as shall be required to release and redeem the premises subject to such foreclosure from the tax lien being foreclosed including payment of water and sewer liens and all interest.

5. Owner agrees to pay to Chicago any deficiency in the event the deposit is not sufficient to pay or to dispose of the outstanding municipal encumbrances.

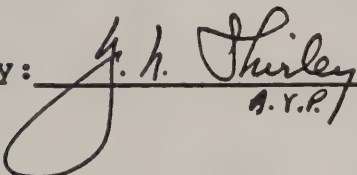
This Agreement executed under seal on the day and year first
above written.

DORCHESTER HOUSING ASSOCIATES

By: Dorchester House Housing Corporation
General Partner

By: 
Edward A. Fish, President

CHICAGO TITLE INSURANCE COMPANY

By: 
G. H. Shirley
A. Y. R.

INDUSTRIAL NATIONAL BANK

INTERNATIONAL DEPARTMENT
111 Westminster St., Providence, R.I. 02903
(401) 278-5740

CABLE ADDRESS
INDUSTRIAL PROVIDENCE
TELEX: 927513



IRREVOCABLE CREDIT
NO. S82-5024

February 5, 1982

PAGE 1 OF 1

Chicago Title Insurance Company
133 Federal Street
Boston, Ma. 02110

Dear Sirs:

We hereby authorize you to value on us for account of Dorchester Housing Associates, 536 Granite Street, Braintree, Ma. 02184 up to an aggregate amount of Ninety Thousand and 00/100 U.S.Dollars (US\$90,000) available by your draft(s) at sight on Industrial National Bank of R.I., International Division, 111 Westminster St., Providence, R.I. 02903 accompanied by signed statement(s) of any Officer of Chicago Title Insurance Company as follows:

"The Drawing is made for the purpose of making payment to the City of Boston of all or any part of the amounts of outstanding real estate taxes and liens and related interest and charges which are then outstanding and payable with respect to the Real Estate located in the City of Boston on Ellet Street and owned by Dorchester Housing Associates."

It is a condition of this credit that each draft presented hereunder shall be accompanied by the original of this Letter of Credit which shall, after each drawing, be returned to you.

Partial draws under this credit are permitted. The amount of the credit available under this letter will be reduced pro tanto by each partial draw.

This Letter of Credit sets forth in full the terms of our undertaking and such undertaking shall not in any way be modified, amended or amplified by reference to any document, instrument or agreement referred to herein or in which this letter of credit is referred to or to which this letter of credit relates, and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement.

All drafts so drawn must be marked: "Drawn under the Industrial National Bank of R.I. Credit No. S82-5024."

We engage with you that all drafts drawn under and in compliance with the terms of this Credit will be duly honored by us on delivery of documents as specified if presented at this office on or before July 2, 1982.

This Credit is subject to the Uniform Customs and Practice for Documentary Credits, 1974 Revision, International Chamber of Commerce Publication No. 290.

VERY TRULY YOURS,

zqd

AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

Ex. 3

MCCORMACK & ZIMBLE

225 Franklin Street/Boston, Massachusetts 02110/Telephone (617)482-1400

EDWARD J. MCCORMACK, JR., P.C.
KENNETH H. ZIMBLE, P.C.
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MARTHA J. McMAHON
JONATHAN F. ATWOOD

of Counsel
ANGELO J. FIUMARA

October 14, 1982

Mr. William E. McGrath
121A Coordinator
Boston Redevelopment Authority
One City Hall Square
Boston, Massachusetts

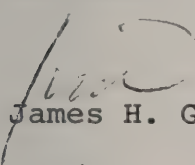
RE: Dorchester House

Dear Bill:

Pursuant to your request, I am enclosing copies of the extensions for the Dorchester House letter of credit. The last extension is to January 2, 1983.

Very truly yours,

MCCORMACK & ZIMBLE


James H. Greene, P.C.

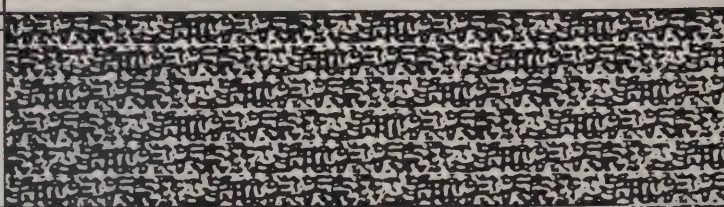
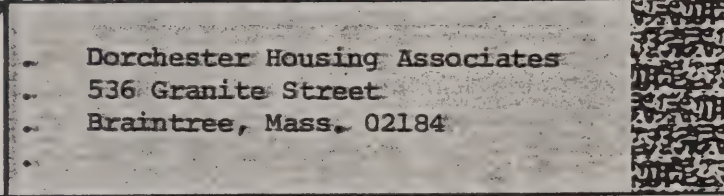
JHG/crf
Enclosures

INDUSTRIAL NATIONAL BANK
OF RHODE ISLAND
INTERNATIONAL DEPARTMENT
P.O. BOX 516
PROVIDENCE, R.I. 02901 U.S.A.

AMENDMENT TO LETTER OF CREDIT
☐ PRE-ADVISED TELEGRAPHICALLY

EXHIBIT
3

AMENDMENT NO. 1
CABLE ADDRESS — INDUSTRIAL PVD.
TELEX — 927513
ANSWERBACK — INDUSTRIAL PVD.

DATE June 29, 1982	LETTER OF CREDIT NO. S82-5024	OPENED FOR ACCOUNT OF: Dorchester Housing Associates
ADVISING BANK Direct to beneficiary		
BENEFICIARY Chicago Title Insurance Company 133 Federal Street Boston, Mass. 02110		
		

THE ABOVE MENTIONED CREDIT IS AMENDED AS FOLLOWS:

Expiration date extended to August 2, 1982.

THIS AMENDMENT IS TO BE CONSIDERED AS PART OF THE ABOVE CREDIT AND MUST BE ATTACHED THERETO. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

ANA *[Signature]*
AUTHORIZED SIGNATURE

[Signature]
AUTHORIZED SIGNATURE

FN00081 REV. 4/79

ORIGINAL

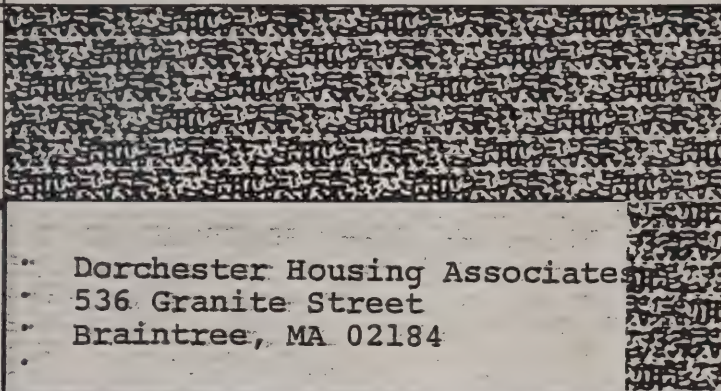
Fleet National Bank
INTERNATIONAL DIVISION
O. BOX 516
PROVIDENCE, R.I. 02901 U.S.A.

AMENDMENT TO LETTER OF CREDIT

☐ PRE-ADVISED TELEGRAPHICALLY

EXHIBIT 3

AMENDMENT NO. 2
CABLE ADDRESS — FLEETBANK
TELEX — 927513
ANSWERBACK — FLEET DOM PVD

DATE September 14, 1982	LETTER OF CREDIT NO. S82-5024	OPENED FOR ACCOUNT OF: Dorchester Housing Associates
ADVISING BANK Direct to beneficiary		
BENEFICIARY Chicago Title Insurance Company 133 Federal Street Boston, MA 02110		
		Dorchester Housing Associates 536 Granite Street Braintree, MA 02184

THE ABOVE MENTIONED CREDIT IS AMENDED AS FOLLOWS:

Negotiating date extended to January 2, 1983.

THIS AMENDMENT IS TO BE CONSIDERED AS PART OF THE ABOVE CREDIT AND MUST BE ATTACHED THERETO. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

JP
K

Barbara A. Lettioni
AUTHORIZED SIGNATURE

Margaret Parades
AUTHORIZED SIGNATURE

DO NOT REV. 9/82

ORIGINAL

1

MCCORMACK & ZIMBLE

225 Franklin Street/Boston, Massachusetts 02110/Telephone (617)482-1400

EDWARD J. McCORMACK, JR.
KENNETH H. ZIMBLE
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EDWARD J. McCORMACK, III
JAMES H. GREENE
BENJAMIN J. BRETTLER
MARTHA J. McMAHON

of Counsel
ANGELO J. FIUMARA

July 1, 1981

Mr. Leo D. McNiff
Director
Tax Title Division
Law Department
615 City Hall
Boston, Massachusetts

RE: Dorchester House Senior Housing, Inc.

Dear Mr. McNiff:

This letter is written on behalf of Dorchester House Senior Housing, Inc., which intends to acquire six parcels of property in the Fields Corner/Meeting House Hill area of Dorchester and to develop thereon 91 units of elderly congregate housing (the "Project"). An application has been submitted to the Massachusetts Housing Finance Agency ("MHFA") for construction and permanent financing for the Project and it is expected that a loan commitment from MHFA will be granted in the first week of July. Additionally, an application will be submitted to the Boston Redevelopment Authority ("BRA") pursuant to Chapter 121A seeking project approval under said chapter.

In determining that the project area qualifies as a blighted open area, the BRA will be asked to consider in addition to other relevant factors, the current tax situation on the site. The six parcels of land have been vacant since 1977 as a result of fires and the subsequent demolition of the buildings pursuant to emergency take down orders of the Building Department of the City of Boston. Additionally, the parcels have been encumbered with tax titles by the City of Boston and are in the final stages of foreclosure actions by the City. I have set forth below a list of the properties by ward, parcel, address, current owner, taxes and date of taking by the City:

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Mr. Leo D. McNiff
July 1, 1981
Page 2

<u>WARD</u>	<u>PARCEL</u>	<u>ADDRESS</u>	<u>OWNER</u>	<u>TAXES AS OF 1/16/81</u>	<u>DATE OF TAKING</u>
15	543	158 Rear Adams Street	Campbell Robert F.	21,302.15	9/6/77
15	543-1	158 Adams Street	Pitnoff, Arthur H. Trsts.	2,941.16	12/1/78
15	546	26-28 Ellet Street	Sears, Isaiah I.	12,422.93	9/13/77
15	547	22-24 Ellet Street	Brown, William A.	15,244.95	9/13/77
15	548	14-16 Ellet Street	Brown, William A.	13,903.48	9/13/77
15	549	10-12 Ellet Street	Brown, William A.	<u>14,435.23</u>	9/13/77
TOTAL TAXES AS OF JANUARY 16, 1981				80,249.90	

I have also prepared for your review a statement for each of the parcels, listing the actual net real estate tax assessed for each of the years for which taxes remain unpaid. These statements also include a calculation of the Building Department take down charges and the total charges for taxes, interest, cost, etc. as reflected on municipal lien certificates issued on January 16, 1981. Copies of these certificates are also enclosed.

As previously mentioned, the Project will be financed by a mortgage loan from MHFA, which loan is to be evidenced by a loan commitment specifying and limiting the amount of dollars for the construction, financing and acquisition of the Project. Initial review indicates that MHFA will allocate only \$90,000 for acquisition costs from available mortgage proceeds. This restriction on acquisition costs has placed the Project in a precarious situation, whereby assistance from the City is

MCCORMACK & ZIMBLE

Mr. Leo D. McNiff
July 1, 1981
Page 3

urgently needed to insure the success of the development. It is because of this situation that we request the application of G.L. c. 58, s. 8 to the existing tax encumbrances on the project site.

In support of this request, I have prepared an analysis of a proportionate land valuation as applied to the site. An abatement of the taxes would be based upon a reduction of the valuation of each of the six parcels for the years 1977 through 1981 based upon a land value of \$0.20 per square foot of area. The building values for these years would be zero, as a reflection of the destruction of the buildings by fire and the subsequent emergency building take downs by the Building Department in 1977. The land valuation of \$0.20 is based upon the actual land assessment of the largest parcel, 158 Rear Adams Street, parcel 543, of \$0.20, and is applied to the entire site, which is considered as one parcel and not separate building lots. Set forth below are the adjusted values for the years 1977 through 1981 based upon this approach:

<u>PARCEL</u>	<u>AREA</u>	<u>LAND VALUE/SQ.FT.</u>	<u>ASSESSED VALUE</u>
543	16,113	.20	3,200 (Current)
543-1	6,434	.20	1,200
546	2,800	.20	500
547	6,200	.20	1,200
548	6,300	.20	1,200
549	5,476	.20	1,000

The total value for the site would then equal 8,300 which, when applied to the applicable tax rates for the years 1977 to 1981, equals the following tax levy for the entire site:

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Mr. Leo D. McNiff
July 1, 1981
Page 4

<u>YEAR</u>	<u>ASSESSED VALUE</u>	<u>TAX RATE</u>	<u>TAX LEVY</u>
1977	8,300	252.90	2,099.07
1978	8,300	252.90	2,099.07
1979	8,300	252.90	2,099.07
1980	8,300	252.90	2,099.07
1981	8,300	272.70	<u>2,263.41</u>
			10,659.69

In addition to assuming the payment of these taxes, the Project would also assume the building take down charges, which have been expended by the City, and all of the taxes, as previously assessed by the City for the years before 1977. These amounts are as follows:

<u>PARCEL</u>	<u>BUILDING TAKE DOWN CHARGES</u>	<u>1975 TAX</u>	<u>1976 TAX</u>	<u>TOTAL</u>
543	4,400.00	953.99	953.99	6,307.98
543-1	-0-	-0-	-0-	-0-
546	3,790.00	-0-	1,552.93	5,342.93
547	4,100.00	-0-	1,691.62	5,791.62
548	4,100.00	-0-	1,671.95	5,771.95
549	4,100.00	-0-	1,671.95	<u>5,771.95</u>
Total Payment				28,986.43

Based upon a tax payment calculated on an adjusted valuation for the years 1977 through 1981, a tax payment based upon actual

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assessed values for the years before 1977 and the actual building take down charges, the total payment to the City would equal \$39,646.12.

In order for this payment to be made and releases obtained from the City, we respectfully request that permission be sought from the Department of Revenue for authorization to the Commissioner of Assessing to abate the following amounts pursuant to G.L. c. 59, s. 8:

158 Rear Adams Street 15/543
Campbell, Robert F. et al

<u>YEAR</u>	<u>TAX ASSESSED</u>	<u>TAX ABATED</u>	<u>INTEREST & COSTS ABATED</u>	<u>NET TAX LEVY</u>
1975	1,907.99	(954.00 paid)	all	953.99
1976	1,907.99	(954.00 paid)	all	953.99
1977	2,453.13	1,643.85	all	809.28
1978	2,453.13	1,643.85	all	809.28
1979	2,453.13	1,643.85	all	809.28
1980	809.28	-0-	all	809.28
1981	872.64	-0-	all	872.64

158 Adams Street 15/543-1
Pitnoff, Arthur H. Trst.

<u>YEAR</u>	<u>TAX ASSESSED</u>	<u>TAX ABATED</u>	<u>INTEREST & COSTS ABATED</u>	<u>NET TAX LEVY</u>
1978	634.57	531.09	all	303.48
1979	834.57-	531.09	all	303.48
1980	328.77	25.29	all	303.48
1981	354.51	27.27	all	327.24

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26-28 Ellet Street 15/546
Sears, Isaiah, I.

<u>YEAR</u>	<u>TAX ASSESSED</u>	<u>TAX ABATED</u>	<u>INTEREST & COSTS ABATED</u>	<u>NET TAX LEVY</u>
1976	1,552.93	-0-	all	1,552.93
1977	1,997.91	1,871.46	all	126.45
1978	252.90	126.45	all	126.45
1979	252.90	126.45	all	126.45
1980	252.90	126.45	all	126.45
1981	272.70	136.35	all	136.35

22-24 Ellet Street 15/547
Brown, William A.

<u>YEAR</u>	<u>TAX ASSESSED</u>	<u>TAX ABATED</u>	<u>INTEREST & COSTS ABATED</u>	<u>NET TAX LEVY</u>
1976	1,691.62	-0-	all	1,691.62
1977	2,174.94	1,871.46	all	303.48
1978	404.64	101.16	all	303.48
1979	404.64	101.16	all	303.48
1980	404.64	101.16	all	303.48
1981	436.32	109.08	all	327.24

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14-16 Ellet Street 15/548
 Brown, William A.

<u>YEAR</u>	<u>TAX ASSESSED</u>	<u>TAX ABATED</u>	<u>INTEREST & COSTS ABATED</u>	<u>NET TAX LEVY</u>
1976	1,671.95	-0-	all	1,671.95
1977	2,149.65	1,846.17	all	303.48
1978	404.64	101.16	all	303.48
1979	404.64	101.16	all	303.48
1980	404.64	101.16	all	303.48
1981	436.32	109.08	all	327.24

10-12 Ellet Street 15/549
 Brown, William A.

<u>YEAR</u>	<u>TAX ASSESSED</u>	<u>TAX ABATED</u>	<u>INTEREST & COSTS ABATED</u>	<u>NET TAX LEVY</u>
1976	1,671.95	-0-	all	1,671.95
1977	2,149.65	1,896.75	all	252.90
1978	354.06	101.16	all	252.90
1979	354.06	101.16	all	252.90
1980	354.06	101.16	all	252.90
1981	381.78	109.08	all	272.70

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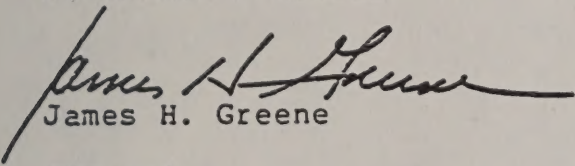
Mr. Leo D. McNiff
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As previously stated, it is only with the City's assistance in this matter that the Project can become a reality. The developer is mindful of the extraordinary relief sought by this letter, but submits that consideration should be given to the urgent need for the construction of 91 units of elderly housing which will be accomplished during a period of high interest rates and soaring construction costs. Additionally, the city by granting this relief will not only insure the development of 91 housing units, but will also benefit from the future in-lieu tax revenues of the project in excess of \$70,000 a year.

I would appreciate your attention to this matter and I will be happy to meet with you and members of your staff concerning this request.

Very truly yours,

MCCORMACK & ZIMBLE



James H. Greene

JHG/crf
Enclosures

cc: w/o enc.
Harold J. Carroll, Esquire
Raymond G. Torto
Lowell L. Richards, III, Esquire
Robert J. Ryan, Esquire
Robert F. Walsh
James A. Hooley
Edward J. Fish
Terrance J. Farrell, Esquire

MEMORANDUM

October 28, 1982

TO: BOSTON REDEVELOPMENT AUTHORITY

FROM: ROBERT J. RYAN, DIRECTOR

SUBJECT: SECOND AMENDMENT TO REPORT AND DECISION ON THE
CHAPTER 121A APPLICATION OF DORCHESTER HOUSING
ASSOCIATES

On August 20, 1981 the Authority voted to adopt a favorable Report and Decision on the 121A Application of Dorchester Housing Associates. The Project consists of the construction, operation and maintenance of 91 units of housing for elderly and handicapped on approximately 50,000 square feet of land in the Dorchester section of the City of Boston.

On October 6, 1982 the Applicant submitted a request for a second amendment to the Application. A condition of the Report and Decision was that some \$80,249.90 in tax arrearages plus interest be paid within six months of the original closing of the project loan. In addition, Dorchester Housing Associates in compliance with a further escrow condition, placed a \$90,000 letter of credit with the Chicago Title Insurance Company to cover such tax payments plus accrued interest.

The project closing was on May 11, 1982. The Commissioner of Assessing has authorized the Corporation Counsel to seek abatement of the above noted taxes under the relief provisions of Massachusetts General Laws Chapter 58, Section 8. An Application has been filed with the Commonwealth's Department of Revenue to obtain statutory authorization of the abatement. However, several administrative steps remain to be completed. Hence, the developer seeks a six-month extension of the original six-month period the Board allowed for settlement of the tax arrearages. Thus, Dorchester Housing Associates would have the time for compliance extended to May 11, 1983.

In the opinion of the Chief General Counsel, this amendment does not represent a fundamental change nor does it require a public hearing. It is therefore recommended that the Authority adopt the attached Amendment to the Application and Report and Decision.

An appropriate vote follows:

VOTED: That the document presented at this meeting entitled "Second Amendment to the Report and Decision on the Application of Dorchester Housing Associates for the Authorization and Approval of a Project under Massachusetts General Laws (Ter. Ed.) Chapter 121A as Amended, and Chapter 652 of the Acts of 1960, to be Undertaken and Carried Out by a Limited Partnership Organized Pursuant to Massachusetts General Laws, Chapter 109, and Approval to Act as an Urban Redevelopment Limited Partnership under said Chapter 121A" be and is hereby approved and adopted.

